

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS
FOR
OFFSET PRINTING AND RELATED SERVICES
BID NUMBER 13-301**

**A to Z Printing
8230 Cody Drive
Lincoln, NE 68512
402-477-0815**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **A to Z Printing, 8230 Cody Drive, Lincoln, NE 68512**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Offset Printing and Related Services, Bid No. 13-301**
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to all line items, except No Bids on lines 7.1, 7.2, 7.11, and 7.12 of Contractor's Proposal.

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for County agencies and Public Building Commission is estimated to be \$90,000.00 during the contract period for all contracted vendors. The total cost of products or services for City Departments is estimated to be \$450,000.00 during the contract period for all contracted vendors.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be three (3) years from the date of execution by both parties. The parties shall have the option to renew the contract for two (2) additional one (1) year terms upon the written mutual consent of the parties..
9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

County Law

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Severant Quamba (SEAL)
Secretary

ATOZ Inc
Name of Corporation

8230 Corey Drive
(Address) Lincoln NE 68512

By: Severant Quamba
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

County Law _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Sharon Quamby (SEAL)
Secretary

AtoZ Inc
Name of Corporation

8230 Cody Dr
(Address) Lancaster NE 68512

By: Sharon Quamby
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			Department
Fax	1 (402) 441-6513			Building
Bid Number	13-301	Department		Floor/Room
Title	Annual Requirements For Offset Printing and Related Services	Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	10/04/2013	Telephone	1 (402) 441-8309	Email
Close Date	10/18/2013 12:00:00 PM CT	Fax	1 (402) 441-6513	
Need by Date		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company A to Z Printing
Address 8230 Cody Drive

Lincoln, NE 68512

Contact
Department
Building
Floor/Room
Telephone 1 (402) 4770815
Fax 1 (402) 4770837
Email
Submitted 10/17/2013 11:38:46 AM CT
Total \$6,797.152

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Electronic Signature	Please check here for your electronic signature.	Yes
4	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
5	Contact	Name of person submitting this bid:	Miriah Zajic
6	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
7	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) NO; b) YES; c) One year
8	Proposal Submittals	I have completed the requirements of Section 5 and included them as an attachment (Response Attachment) to this document.	Yes
9	Confidential Information	Our company will have procedures in place to ensure that any and all documents reproduced by the Vendor will remain confidential throughout the printing process. Failure to comply may result in immediate termination of this contract.	Yes
10	Quarterly Reports	Our company shall have the capability to provide detailed reports on a quarterly basis, or more often if requested, showing the activities of all agencies using the services described in the contract.	Yes
11	Desktop Delivery	Our company will provide desktop pickup and delivery as needed to locations throughout the City of Lincoln, NE.	Yes
12	Contractor References	If you have not held a contract with the Owners for the last 3 years for similar projects you must provide (2)two references for contracts similar in nature to the work required in this project. Each reference must include the following: Owner: Street Address: City: State: Zip: Name Owners Representative: Phone: Contract Amount: INFORMATION SHALL BE ATTACHED TO THE RESPONSE ATTACHMENT SECTION OF YOUR EBID.	YES
13	Quick Quotes	We agree to provide the requesting agency or the City/County Purchasing department with "Quick Quotes" for all projects as requested. Quick Quotes are due back to the requesting agency or department within 1-24 hours of request.	Yes
14	Fees For File Changes	If an agency provides a disk with print files, will there be any set-up or change-order fees? If yes, what are they and specify why you are charging this fee.	No if the files are print ready. There will be fees if changes need to be made.

- | | | | |
|----|------------------------|--|--|
| 15 | Reprint Fees | If your company produces a print job for an agency, will you charge a set-up fee on the following order if no changes are made to the file? Indicate with YES or NO. If YES, what is the charge? | No charge if there are no changes. |
| 16 | Recycled Paper | I have bid the lowest price paper on the Line Items for each product without consideration for recycling content. The Recycled content of the paper being bid on all Line Items is:
THE PRICE TO INCREASE THE PC RECYCLED CONTENT FOR PAPER WILL INCREASE BY WHAT PERCENTAGE?
LIST THE RECYCLE CONTENT AND PERCENTAGE INCREASE AT RIGHT!! | To increase to 30% recycled content, the price will increase by 50%. |
| 17 | Kindred Items | In the event an order is made for a product or service not listed specifically in this contract, will you offer pricing comparable to the items listed? | Yes |
| 18 | Subcontractor Services | Does your company subcontract out print jobs or other service which are described or specified in this bid? YES or NO
If YES, what do you subcontract out?

Do you agree to inform the ordering department that you are using subcontractor for their print job at time of order? YES or NO

If you subcontract out work for any type of project, will you mark up the price? YES or NO
If YES, how much is your markup? | No |

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	OFFSET PRINTING PRICING - 8.5x11 Paper QUANTITIES FOR TOTAL OF 1,000	\$630.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	1	M	8.5x11 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	36.00

Supplier
Notes:

1.2	1	M	8.5x11 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	46.00
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Supplier
Notes:

1.3	1	M	8.5x11 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	39.00
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Supplier
Notes:

1.4	1	M	8.5x11 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	49.00
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Supplier
Notes:

1.5	1	M	8.5"x11 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	215.00
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Supplier
Notes:

1.6	1	M	8.5"x11 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	245.00
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Supplier
Notes:

2	1	PKG	OFFSET PRINTING PRICING - 8.5x14 Paper QUANTITIES FOR TOTAL OF 1,000	\$734.00
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	1	M	8.5x14 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	39.00

Supplier
Notes:

2.2	1	M	8.5x14 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	54.00
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Supplier
Notes:

2.3	1	M	8.5x14 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	43.00
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Supplier
Notes:

2.4	1	M	8.5x14 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	58.00
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Supplier
Notes:

2.5	1	M	8.5"x14 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	245.00
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Supplier
Notes:

2.6	1	M	8.5"x14 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	295.00
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Supplier
Notes:

3	1	PKG	OFFSET PRINTING PRICING - 11x17 Paper QUANTITIES FOR TOTAL OF 1,000	\$786.00
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
3.1	1	M	11x17 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	47.00

Supplier
Notes:

3.2	1	M	11x17 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	69.00
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Supplier
Notes:

3.3	1	M	11x17 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	52.00
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Supplier
Notes:

3.4	1	M	11x17 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	78.00
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Supplier
Notes:

3.5	1	M	11x17 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	245.00
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Supplier
Notes:

3.6	1	M	11x17 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	295.00
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Supplier
Notes:

4	1	PKG	OFFSET PRINTING PRICING - 8.5x11 Paper QUANTITIES FOR TOTAL OF 5,000	\$1,335.00
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Item Notes: LARGER QUANTITY PRICING

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
4.1	5	M	8.5x11 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	21.00

Supplier
Notes:

4.2	5	M	8.5x11 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	28.00
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Supplier
Notes:

4.3	5	M	8.5x11 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	23.00
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Supplier
Notes:

4.4	5	M	8.5x11 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	30.00
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Supplier
Notes:

4.5	5	M	8.5"x11 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	70.00
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Supplier
Notes:

4.6	5	M	8.5"x11 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	95.00
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Supplier
Notes:

5	1	PKG	OFFSET PRINTING PRICING - 8.5x14 Paper QUANTITIES FOR TOTAL OF 5,000	\$1,525.00
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Item Notes: LARGER QUANTITY PRICING

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
5.1	5	M	8.5x14 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	25.00

Supplier
Notes:

5.2	5	M	8.5x14 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	35.00
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Supplier
Notes:

5.3	5	M	8.5x14 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	28.00
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Supplier
Notes:

5.4	5	M	8.5x14 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	38.00
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Supplier
Notes:

5.5	5	M	8.5"x14 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	75.00
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Supplier
Notes:

5.6	5	M	8.5"x14 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	104.00
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Supplier
Notes:

6	1	PKG	OFFSET PRINTING PRICING - 11x17 Paper QUANTITIES FOR TOTAL OF 5,000	\$1,705.00
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Item Notes: LARGER QUANTITY PRICING

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
6.1	5	M	11x17 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	30.00

Supplier
Notes:

6.2	5	M	11x17 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	40.00
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Supplier
Notes:

6.3	5	M	11x17 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	35.00
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Supplier
Notes:

6.4	5	M	11x17 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	45.00
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Supplier
Notes:

6.5	5	M	11x17 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	81.00
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Supplier
Notes:

6.6	5	M	11x17 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	110.00
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Supplier
Notes:

7	1	PKG	BINDING AND FINISHING SERVICES 	\$17.152
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
7.1	1	EA	Plastic Comb w/Cardstock Covers	No Bid
Supplier Notes:				
7.2	1	EA	Plastic Comb w/Vinyl Covers	No Bid
Supplier Notes:				
7.3	1	EA	Coil Bind w/Cardstock Covers	1.25
Supplier Notes:				
7.4	1	EA	Coil Bind w/Vinyl Covers	2.25
Supplier Notes:				
7.5	1	EA	Machine Folding	0.015
Supplier Notes:				
7.6	1	EA	Hand Folding	0.032
Supplier Notes:				
7.7	1	EA	Hand Stapling Price per Set	0.05
Supplier Notes:				
7.8	1	EA	Machine Stapling Price per Set	0.015
Supplier Notes:				
7.9	1	EA	Hand Collating	0.02
Supplier Notes:				
7.10	1	EA	Hand Inserting	0.02
Supplier Notes:				

7.11	1	EA	Pouch Lamination (8.5x11)<3 mil. thick>	No Bid
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Supplier
Notes:

7.12	1	EA	Pouch Lamination (11x17)<3 mil. thick>	No Bid
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Supplier
Notes:

7.13	1	EA	Cutting Fee BID PER 1000	5.00
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Supplier
Notes:

7.14	1	EA	Drilling Fee BID PER 1000	5.50
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Supplier
Notes:

7.15	1	EA	Scratch Pads Cost Per 500 Sheets of Scratch Pad	3.00
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Supplier
Notes:

8	1	PKG	DIGITAL RIP FEES	\$65.00
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
8.1	1	EA	Digital RIP Fee (Non-PDF or Std File)	5.00

Supplier
Notes:

8.2	1	EA	Digital RIP Fee (PDF or Std File)	0.00
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Supplier
Notes:

8.3	1	HR	Document Creation/Manipulation - Cost Per Hour	60.00
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Supplier
Notes:

Response Total:	\$6,797.152
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5. BIDDER SPECIFICATIONS

- 5.1.1 One delivery driver.
- 5.1.2 We offer unlimited, on-call pickup and delivery from 8am-5pm, Monday through Friday. Orders can be placed via phone, fax, email, on our website or can be picked up by our delivery driver.
- 5.1.3 Sue Quambusch
8230 Cody Drive
Lincoln, NE 68512
402.477.0815
sue@atozprint.com
- 5.1.4 We handle each emergency as it arises and complete the job as quickly as possible. We do NOT charge a rush fee.
- 5.1.5 Please refer to attachment: A TO Z EQUIPMENT LIST.
- 5.1.6 We will not be subcontracting.
- 5.1.7 Please refer to attachment: A TO Z EQUIPMENT LIST.
 - 5.1.7.1 We currently own and utilize CorelDraw3.
- 5.1.8 Please refer to attachment: A TO Z PRINT ORDER FORM.
- 5.1.9 Yes.
 - 5.1.9.1 Any software questions will be addressed by any of our three graphic artists. Any printing questions will be addressed by our President, Sue Quambusch or our Production Manager, Rob Settell.
- 5.1.10 Please refer to attachment: A TO Z COMPANY OVERVIEW and A TO Z SUPERVISORY PERSONNEL.
- 5.1.11 Please refer to attachment: A TO Z VALUE ADDED SERVICES.
- 5.1.12 We continue to offer and encourage online ordering either through our website order form or email ordering. All email orders are immediately processed and responded to by Sue Quambusch who can provide immediate information about the history of the project including date of the last order, quantities ordered, etc. In our experience, we have found this to be a much more efficient method of ordering for the city/county departments because of the high frequency of reorders. Thus, completing and filling out an entire order form is unnecessary. We will implement a mutually agreed upon web-based interactive system if it is considered more advantageous and efficient.



EQUIPMENT — SEPTEMBER 2013

GRAPHIC DESIGN/FILE PREP HARDWARE:

2x Dell OPTIPLEX GX280 Series / Windows XP
40 GB HD/Pentium 4 3.20 GHz processor
1 GB DDR SDRAM
17" Dell E172FP flatscreen color monitor
workstation supports readable/writeable CDs, readable DVD, 250 MB Zip Disks and 3.5" Diskettes

APPLE POWER MAC G5 (OS 10.6.8)

250GB HD/Dual 3 GHz Dual-Core Intel X processor
8 GB 667 MHz DDR2
17" Dell E172FP flatscreen color monitor
workstation supports CD-RW, DVD-RW. Direct shared line with DELL OPTIPLEX GX280/Windows (above)

APPLE POWER MAC G5 (OS 10.4.11)

160 GB HD/Dual 2 GHz processor
1.5 GB DDR SDRAM
17" Dell E172FP flatscreen color monitor
workstation supports readable/writeable CDs, readable and writeable DVDs

SCANNERS

MICROTEK ScanMaker i900 color
flatbed with transparency scanner
2x Canon N676U 8.5 x 14 flatbed color scanner
Xerox DocuColor 260 12 x 18" color network scanner
Konica/Minolta C6000 11 x 17" color network scanner

EXTERNAL DRIVES/DEVICES

Seagate 300 GB external hard drive
2x Western Digital 1.5 TB external hard drive

DESIGN SOFTWARE:

Adobe InDesign CS5 (MAC/Windows)
Adobe PhotoShop CS5 (MAC/Windows)
Adobe Illustrator CS5 (MAC/Windows)
Adobe Dreamweaver CS5 (MAC)
Quark XPress 6.5, 7.0 (MAC/Windows)
Corel Draw X3 (Windows)
Microsoft Publisher 2003 (Windows)

WORD PROCESSING SOFTWARE:

Microsoft Office 2003 (Windows)
Microsoft Office 2004 (MAC)
WordPerfect Office 12 (Windows)

OTHER/OFFICE EQUIPMENT:

2x Dell OPTIPLEX GX280 Series / Windows XP
40 GB HD/Pentium 4 3.20 GHz processor
1 GB DDR SDRAM
17" Dell E172FP flatscreen color monitor
Broadband internet, WIFI access
HP LaserJet 8150N PCL6 laser printer
DELL Precision 370 Windows XP - platemaker server
Canon FaxPhone L80, Super G3 plain paper fax

PREPRESS EQUIPMENT:

DPX 600X-system Mitsubishi platemaker

PRESSROOM:

Ryobi 3302M Twin Tower (12 x 18) with IR dryer system
AB Dick 9985 Twin Tower (12 x 18)
AB Dick 9810 (12 X 18)
AB Dick 9810 (12 x 18) with T-51
Hamada C-248 (14 x 18)
ESKO Graphics DPX Digital Platesetter

DIGITAL PRINTING EQUIPMENT:

Konica/Minolta C6000 digital press
(Fiery Command server)
Xerox DocuColor 260 digital press (FreeFlow color server)

BINDERY:

Challenge 375 38" Cutter
Baum 714 Folder
Challenge Drill Press
Bostitch Model 7 Wire Stitcher
ISP Model A Stitcher
Rosback Auto Stitcher
Baum Model 4, 20" x 26" folder
with right angle (2 machines)
Rhino Tuff Coil Binder
Count Auto Pro Numbering Machine:
perfs, scores, slits and numbers
Duplo 24A Booklet Maker/Collater



A to Z Printing

8230 Cody Drive
Lincoln, NE 68512

402.477.0815
info@atozprint.com
atozprint.com

City of Lincoln/Lancaster County General Print Order Form

DESCRIPTION OF JOB

Please fill out a form for **each job** that you are sending to us.

☐ ORDER ☐ QUOTE REQUEST ONLY

GENERAL INFORMATION

Date of Order _____

Contact Person _____

Department _____

Division _____

Address _____

Phone _____ Fax _____

Email _____

Name of Job _____

Billing Reference # _____ ☐ Confidential Job

Date Order is Due _____ Time _____ am pm

☐ Deliver my order to above address.

☐ Please deliver my order to _____

☐ I will pick up my order at printer.

☐ Call me when my order is finished at _____

DIGITAL OUTPUT INFORMATION

File Sent: ☐ On Disk ☐ As Email ☐ As PDF

Hardware Platform: ☐ MAC ☐ PC compatible

Name of File _____

Software Application Used _____ Version _____

Output: ☐ Black & White ☐ Color (Extra Charge)

☐ **IMPORTANT! PRINTED PROOF OF DOCUMENT ENCLOSED.**
IF FULL COLORED DOCUMENT PROVIDE A FULL COLOR PROOF.

— ALL GRAPHIC FILES, PHOTOS, LOGOS, ETC. MUST BE INCLUDED
ON YOUR DISK

— If Corel Draw graphics are used, include both pdf file and
the original graphic file. If sending an Illustrator file you
must CONVERT ALL TYPE TO OUTLINES in order
to avoid problems of missing fonts.

— WHEN PACKAGING FILE, ALL FONTS MUST BE INCLUDED

FINISH SIZE: ☐ 8.5"x11" ☐ 8.5"x14" ☐ 11"x17"

☐ Other _____

QUANTITY: _____

PAPER: ☐ White ☐ 20# ☐ 24# ☐ 65# Cover ☐ 80# Cover

☐ Color _____ ☐ 20# ☐ 24# ☐ 65# Cover

☐ Other _____

INKS: ☐ 1 Color/1 Side ☐ Black or ☐ Color _____

☐ 1 Color/2 Sides ☐ Black or ☐ Color _____

☐ 2 Color/1 Side ☐ Black & _____

☐ 2 Color/2 Sides ☐ Black & _____

☐ 2 Color/1 Side ☐ _____ & _____

☐ 2 Color/2 Sides ☐ _____ & _____

☐ Match sample attached

BINDERY ☐ Cut Size: _____

INSTRUCTIONS: Cut to equal _____ finished pieces

☐ Fold: ☐ Half ☐ Thirds ☐ Other _____

☐ Staple: ☐ Side ☐ Saddle ☐ Corner

☐ Perforate ☐ Score

☐ Laminate

☐ Pad — Qty/pad ☐ 25 ☐ 50 ☐ 100

Number of Pads _____

☐ Numbering: Ink ☐ Black ☐ Red

Start # _____ End # _____

☐ Drill: (Number of holes _____ Position _____)

☐ Coil: Color _____

☐ Plastic Comb: Color _____

SPECIAL INSTRUCTIONS



Company Overview

A to Z Printing is a company completely committed to excellence, both in print quality and customer service. Beginning our 28th year in 2013, A to Z has consistently produced work that meets or exceeds the expectations of our customers. We offer all types of offset and digital printing services as well as in-house creative graphic design. We also provide business forms, advertising specialties, labels, checks and more.

To further enhance customer service, A to Z Printing moved to a larger, newly constructed building at 8230 Cody Drive in the Yankee Hill Business Center in 2004. The move made room for additional presses, digital presses and work areas, so our customers have enjoyed better values and faster turnaround times. We also continually upgrade our printing equipment and software.

Industry peers and community members have frequently recognized our successful pursuit of excellence by honoring us with awards. While appreciated, these awards are not the motivating force behind our work ethic. It stems from our philosophy, "We put everything we have into everything we do." We put everything we have into customer service, by giving customers personal attention, expert information and guidance, and thorough attention to detail. We put everything we have into our employees, by creating a positive work environment that is fair, equitable and receptive to new ideas. And we put everything we have into our community, by contributing our time, talent and resources to a wide variety of charitable organizations.

We are most proud, however, of our excellent record of customer satisfaction. In survey after survey of our customers, most respondents cited our personal attention and friendly, professional service as the things they appreciate most. In addition, more than 90% of respondents were "Very Satisfied" with the quality of the finished product.

A to Z Printing has always had a commitment to the environment and having the smallest environmental footprint. Our paper resources are documented and grown from responsibly managed, sustainable and controlled forests and we utilize recycled papers whenever possible. Our full color offset printing uses non-VOC (volatile organic compound) inks with low VOC cleaning solutions. Our digital presses use organic, biodegradable toner and are energy efficient.

A to Z Printing was first chosen as a contract vendor for city/county offset printing in 1996, and we remain in that role today. We attribute this successful working relationship to exceptional customer service, aggressive pricing, and a consistently high quality of printing on a variety of projects.



Supervisory Personnel

A to Z Printing has three major supervisory personnel. Sue Quambusch, President/CEO, has been with the company since its inception in 1986. She oversees day-to-day operations and is the main contact for city/county employees when they place orders, either by phone or by email. She is also the person to contact with any questions or problems. She can be reached at 402.477.0815 or sue@atozprint.com.

Rob Settell is the Production Manager. He has been with A to Z Printing since 1994. Rob has nearly 45 years of experience in the print industry and is our production expert. He can also be reached at 402.477.0815.

Miriah Zajic is Vice President. Her responsibilities are related to finance and marketing, and managing human resources. Miriah is also responsible for our environmental stewardship and sustainability efforts. She can be reached at 402.477.0815 or miriah@atozprint.com.

In addition, current staff includes three graphic artists and five press operators/finishers, one of whom is our delivery driver. We have three additional part time people who help with office duties. Our dog Sadie rounds out the crew.

A to Z Printing is proud of the relationship we have had with the City of Lincoln and Lancaster County which dates back to 1996. We look forward to continuing the tradition of offering great service and printing to all departments.



Value Added Services

1. A to Z Printing is a woman owned business which may create opportunities for alternative funding sources.
2. Our quick reporting capability gives city employees the information they need on prior jobs and access to original artwork dating back to 1996. Quantities ordered and billing information are also readily available.
3. Our well established relationships with print buyers in City and County departments help save time and money.
4. We offer specialty printing services, many of which have been utilized.
 - a. Labels, window decals, bumper stickers
 - b. Checks
 - c. Thermography
 - d. Presentation folders
 - e. Magnets
 - f. Door hangers
 - g. Yard signs
 - h. Name tags
5. Our connections across the country give us access to vendors of all sorts of products. We have always tried to find a solution when someone calls or emails us looking for an unusual product.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group 4435 O Street Lincoln NE 68510		CONTACT NAME: Andrew Drake PHONE (A/C No. Ext.): (402) 434-7200 E-MAIL ADDRESS: adrake@unicogroup.com FAX (A/C No.): (402) 434-7272																						
INSURED A To Z, Inc 8230 Cody Dr Lincoln NE 68512		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Travelers Casualty of America</td><td></td></tr><tr><td>INSURER B:</td><td>Travelers Casualty & Surety</td><td>19038</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Casualty of America		INSURER B:	Travelers Casualty & Surety	19038	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 13/14 All Lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			680-8CB43451-13-42	5/31/2013	5/31/2014	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO			BA-8C342982-13-SEL	5/31/2013	5/31/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB						Medical payments \$ 5,000
	EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE		680-8CB43451-13-42	5/31/2013	5/31/2014	AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A	UB8C342263	5/31/2013	5/31/2014	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability, additional insured: Lancaster County, Lincoln, NE & The City of Lincoln, NE Public Building Commission

CERTIFICATE HOLDER**CANCELLATION**Lancaster County, Lincoln, NE &
the City of Lincoln, NE
555 S 10 St
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrew Drake/VROTH

Additional Named Insureds

Other Named Insureds

Re: a To Z Printing

Insured Multiple Lines

ADDITIONAL COVERAGES

Ref #	Description PRDRC	Coverage Code PRDRC	Form No.	Edition Date
Limit 1 5,000	Limit 2 10,000	Limit 3	Deductible Amount 1,000	Deductible Type
Premium				

Ref #	Description AIOI	Coverage Code AIOI	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Printers Errors & Omissions	Coverage Code PEROM	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 2,000,000	Limit 3	Deductible Amount 1,000	Deductible Type
Premium				

Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 500,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Adjst. to reconcile-exp mod. premium	Coverage Code AREM	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$210.00				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

SPECIFICATIONS

ANNUAL REQUIREMENTS - OFFSET PRINTING AND RELATED SERVICES CITY OF LINCOLN - LANCASTER COUNTY - PUBLIC BUILDING COMMISSION

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Offset Printing and Related Services for City of Lincoln, Lancaster County and Public Building Commission (hereinafter referred to as "Owners").
 - 1.1.1 Offset Printing projects are those documents which can be reproduced on offset printing presses in large quantities, specialized colors or other print requirements.
 - 1.1.2 Offset Printing orders will normally be for more than 1,000 documents.
 - 1.1.3 It is estimated that the Owners spend approximately \$190,000.00 per year on these services.
 - 1.1.3.1 The Owners do not guarantee any amount of business to awarded Vendors during the term of the contract.
 - 1.1.4 Where practical and depending on the overall cost, the Owners will make an effort to utilize recycled products.
 - 1.1.4.1 Vendor shall provide a unit price on the Line Items in the ebid response for the **lowest cost paper**.
 - 1.1.4.2 Vendor shall list the recycled content of the paper being bid in the Supplier Notes section of each Line Item.
 - 1.1.4.2 Information shall be provided in the Attribute Section of the ebid listing the percentage of cost increase for paper containing various amounts of PC recycled materials.
- 1.2 Vendor shall submit bid documents and all supporting material via the e-bid system.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.3.2 The Owners shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.4 The term of the contract will be for (3) three years with the option to renew for (2) two additional (1) one year periods.
- 1.5 Pricing provided in this bid shall be firm for at least a period of one year from the date of execution.
 - 1.5.1 Any price increases following the one year term must be submitted to the City Purchasing office within 30 days of the increase with detailed justification of the increase.
 - 1.5.1.1 Detailed information includes invoices from manufacturers showing the exact price and product being charged compared to earlier invoices for same product.
 - 1.5.1.2 Vendors will be required to submit a new pricing sheet for all Line Items when a price increase is initiated showing the new pricing in place of the original bid price.
- 1.6 Price and service will be evaluated in the award of this bid.
 - 1.6.1 It is likely that more than one Vendor will be chosen for these services if each meets the requirements listed and the pricing is among the lowest submitted.
- 1.7 The Owners reserve the right to utilize the State of Nebraska Print Shop for any print jobs if they are found to be the lowest cost without sacrificing quality.
 - 1.7.1 The State of Nebraska Print Shop shall become a contracted Vendor for Offset Printing services but is not required to submit a bid for this service due to State Statute.
- 1.8 The City will not be able to utilize any contract awarded for the purchase of printing under this bid for Federal Grant funded purchases.

2. **WARRANTY**

- 2.1 Vendor shall warrant all work to be done properly and to the complete satisfaction of the using agency.
 - 2.1.1 Any product deemed unsatisfactory by the using agency will be picked up and replaced within 48 hours or sooner of the initial call to the selected vendor.
 - 2.1.2 It is strongly recommended that Vendors provide a color or b/w proof cut to finish size to the Owners prior to printing the job in order to avoid reprints.

3. **ACCEPTANCE OF MATERIAL**

- 3.1 Orders will be placed online or via the phone by the agency requesting services or the City CIC department.
 - 3.1.1 Most City offset print jobs will be developed, placed in a usable file and ordered by the City CIC department.
- 3.2 All correspondence, including acknowledgment of receipt of orders, packing list, and invoices, shall carry the contract number assigned by City/County Purchasing Office.
- 3.3 A Final Inspection Checklist will be completed by staff prior to payment being made to Vendor.
- 3.4 **All print jobs performed by the Vendor are property of the specific Owners department and a CD with the print material and/or artwork used for the creation of print jobs must be given to the using agency upon completion of the job as requested by the department.**

4. **DELIVERY**

- 4.1 Unit bid prices shall include all delivery costs to locations in the City of Lincoln and Lancaster County.
- 4.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., CDT, on normal City of Lincoln - Lancaster County - Public Building Commission working days.
- 4.3 Only companies providing desktop pickup and deliveries from/to City/County/PBC agencies will be considered for this bid.

5. **SUBMITTALS**

- 5.1 **Bidder shall provide the following information as an attachment in the Response Attachment section of their ebid:**
 - 5.1.1 Number of delivery drivers for routes.
 - 5.1.2 Delivery and Pickup schedule for routes.
 - 5.1.3 Provide the name, address and phone number of the primary contact person in charge of the City/County/PBC account.
 - 5.1.4 How will your company handle emergency requests?
 - 5.1.5 Provide a complete list of the equipment in your facility/s that will be used to provide printing and related services.
 - 5.1.6 Will you be subcontracting out any of the work you are given by the City/County/PBC? If yes, what will be subbed out and to whom?
 - 5.1.7 Provide a complete list of artwork/printing layout software your company uses in your business.
 - 5.1.7.1 Are you willing to purchase CorelDrawX3 software that is compatible with the City/County/PBC software in order to more easily transfer files back and forth?
 - 5.1.8 Provide a sample Order Sheet which will be used for print jobs by the agencies.
 - 5.1.9 Will you provide technical assistance if requested by an agency?
 - 5.1.9.1 If yes, who would provide that service?
 - 5.1.10 Provide a brief company outline which includes your company structure and number of years in the offset printing services business.

- 5.1.11 Provide a list of any "value added" services provided by your company which will be of benefit to the City/County/PBC.
- 5.1.12 Do you currently have an on-line ordering system in place? If not, how do you propose orders be made by departments?

6. **OTHER OWNER REQUIREMENTS**

- 6.1 A "Vendor Fair" will be held sometime after the award of this contract and at least one other time during the term of this contract.
 - 6.1.1 Vendor will participate in this activity and provide a complete description of the services that have been awarded to your company to City/County/PBC employees.
- 6.2 Vendor will assist all departments with questions regarding orders to ensure that they are receiving a quality product.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
- b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- d. Contractual Liability coverage shall be included.
- e. Products Liability and/or Completed Operations coverage shall be included.
- f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
-----------------------------------	-----------------------------------

- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

- 20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
- ☐ a. **PURCHASE ORDER**, unless otherwise noted.
1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- ☒ b. **CONTRACT**, unless otherwise noted.
1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 3. The City, County and City-County Public Building Commission will sign and date the Contract.
 4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. CITY AUDIT ADVISORY BOARD

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. E-VERIFY

- 23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

Bid Protests; Definitions; Appeals.

(a) Definitions.

- (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the County to another party, or by the failure of the County to award a contract to such actual or prospective bidder.
- (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.
- (3) Protester shall mean an interested party who has filed a protest pursuant to subsection (b).
- (4) Procurement Appeals Board shall mean the independent panel of five unbiased individuals, appointed by the Mayor of the City of Lincoln and currently serving on behalf of the Lincoln/Lancaster County Purchasing Department, which individuals have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board have been appointed for three-year, staggered terms.

(b) Right to Protest. An interested party may protest to the Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest".

The written protest shall include, at a minimum, the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A statement of reasons for the protest;
- (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.

Upon timely receipt of a protest, the County shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract until the Purchasing Agent has resolved the protest or the Procurement Appeals Board has made a decision on the protest.

(c) Authority to Resolve Protests. Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any

protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the County Clerk.

(d) Appeal Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the County Clerk a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal must clearly state the action protested and the basis of appeal.

Upon receipt of an appeal from a protester, the Procurement Appeals Board shall convene, in person or by video teleconferencing, within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Procurement Appeals Board shall decide whether the solicitation being appealed was in accordance with the applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the County.

Within ten working days of hearing such appeal, the Procurement Appeals Board shall submit its findings and recommendations to the Lancaster County Board of Commissioners. If all five members of the Procurement Appeals Board are present, an affirmative vote of three shall be required for final action. If only three members are present, only an affirmative vote of two shall be required for final action. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the County Board without Procurement Appeals Board action.

No determination by the Procurement Appeals Board concerning an issue of law or fact shall be final or binding on the County.

(e) Finality of Decision. The County Board shall consider the recommendations of the Purchasing Agent, the Procurement Appeals Board, and the Department Head or agency for which the solicitation was made and shall make the final decision on the protest. The County Board's decision shall be final and binding upon the County.

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

**Advertise 2 times
Friday, October 4, 2013 and
Friday, October 11, 2013**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Friday, October 18, 2013**, for providing the following:

**Annual Requirements for Offset Printing and Related Services
Bid No. 13-301**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration") Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7416 or (402) 441-7417.

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS
FOR
OFFSET PRINTING AND RELATED SERVICES
BID NUMBER 13-301**

**Cornerstone Printing & Imaging
1201 Infinity Court
Lincoln, NE 68512
402-477-0815**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Cornerstone Printing & Imaging, 1201 Infinity Court, Lincoln, NE 68512**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Offset Printing and Related Services, Bid No. 13-301**
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to all line items, except No Bids on lines 7.1, and 7.2 of Contractor's Proposal.
Plus addition Poster and Banner pricing as listed in Attachment A.**

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for County agencies and Public Building Commission is estimated to be \$90,000.00 during the contract period for all contracted vendors. The total cost of products or services for City Departments is estimated to be \$450,000.00 during the contract period for all contracted vendors.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be three (3) years from the date of execution by both parties. The parties shall have the option to renew the contract for two (2) additional one (1) year terms upon the written mutual consent of the parties..
9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreement
 2. Accepted Proposal/Response
 3. Attachment A
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

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ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

County Law

dated

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Cornerstone Printing + Imaging
Name of Corporation

1201 Tattinity Ct Lincoln, NE 68512
(Address)

[Signature]
By: _____
Duly Authorized Official

President + Secretary of Board
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

County Law

dated

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary _____ (SEAL)

Cornerstone Printing + Imaging
Name of Corporation
1201 Infinity Ct. Lincoln, NE 68512
(Address)

By: *[Signature]*
Duly Authorized Official

President & Sec. of Board
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature



1201 Infinity Court • Lincoln, NE 68512
p: 402.437.0000 • f: 402.437.0001

City of Lincoln & Lancaster County Large Format Pricing for Contract 13-301

Banners:

- \$4.75/square foot on vinyl material
- \$1.00/square foot for welding/hemming edges
- \$1.00/grommet
- Set Up Fee: \$9.95 per file for non PDF; No charge for PDF art

Quick Reference guide (all banners welded with 4 grommets):

- 3x4 banner=\$73.00
- 3x6 Banner=\$107.50
- 3x10 Banner=\$176.50
- Maximum printing width is 62 inches. Length is unlimited.
- Gloss or matte vinyl available, in addition to hundreds of other substrates.
Prices may vary depending on stock selection.

Posters:

- \$4.75/square foot for prints on 14 pt gloss paper

Quick Reference guide:

- 3x4 poster=\$57.00
- 3x6 poster=\$71.25
- 4x5 poster=\$95.00
- 3x10 Poster=\$142.50
- Maximum printing width is 62 inches. Length is unlimited

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing\City & County	Address
Email	rwalla@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8309		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Robert Walla Asst. Purchasing Agent	Department Building
Bid Number	13-301			
Title	Annual Requirements For Offset Printing and Related Services	Department Building		Floor/Room Telephone Fax
Bid Type	Bid	Floor/Room		Email
Issue Date	10/04/2013	Telephone	1 (402) 441-8309	
Close Date	10/18/2013 12:00:00 PM CT	Fax	1 (402) 441-6513	
Need by Date		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company Cornerstone Printing & Imaging
 Address 1201 Infinity Court

 Lincoln, NE 68512
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 4370000
 Fax 1 (402) 4370001
 Email
 Submitted 10/17/2013 11:35:43 AM CT
 Total \$6,741.725

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Electronic Signature	Please check here for your electronic signature.	Yes
4	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
5	Contact	Name of person submitting this bid:	Kevin Thomas
6	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
7	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	A.) Our intent would be to hold the price for the term of the contract. Should the stock be discontinued, we would need to adjust pricing depending on a suitable replacement. b.) No
8	Proposal Submittals	I have completed the requirements of Section 5 and included them as an attachment (Response Attachment) to this document.	Yes
9	Confidential Information	Our company will have procedures in place to ensure that any and all documents reproduced by the Vendor will remain confidential throughout the printing process. Failure to comply may result in immediate termination of this contract.	Yes
10	Quarterly Reports	Our company shall have the capability to provide detailed reports on a quarterly basis, or more often if requested, showing the activities of all agencies using the services described in the contract.	Yes
11	Desktop Delivery	Our company will provide desktop pickup and delivery as needed to locations throughout the City of Lincoln, NE.	Yes
12	Contractor References	If you have not held a contract with the Owners for the last 3 years for similar projects you must provide (2)two references for contracts similar in nature to the work required in this project. Each reference must include the following: Owner: Street Address: City: State: Zip: Name Owners Representative: Phone: Contract Amount: INFORMATION SHALL BE ATTACHED TO THE RESPONSE ATTACHMENT SECTION OF YOUR EBID.	YES
13	Quick Quotes	We agree to provide the requesting agency or the City/County Purchasing department with "Quick Quotes" for all projects as requested. Quick Quotes are due back to the requesting agency or department within 1-24 hours of request.	Yes
14	Fees For File Changes	If an agency provides a disk with print files, will there be any set-up or change-order fees? If yes, what are they and specify why you are charging this fee.	Fees are built in the the cost per 1000. Typically, \$10/file.

- | | | | |
|----|------------------------|---|---|
| 15 | Reprint Fees | <p>If your company produces a print job for an agency, will you charge a set-up fee on the following order if no changes are made to the file? Indicate with YES or NO. If YES, what is the charge?</p> | No. |
| 16 | Recycled Paper | <p>I have bid the lowest price paper on the Line Items for each product without consideration for recycling content. The Recycled content of the paper being bid on all Line Items is:

 THE PRICE TO INCREASE THE PC RECYCLED CONTENT FOR PAPER WILL INCREASE BY WHAT PERCENTAGE?

 LIST THE RECYCLE CONTENT AND PERCENTAGE INCREASE AT RIGHT!!</p> | <p>White Paper: 0%; Colored Bond: 30% PCW</p> |
| 17 | Kindred Items | <p>In the event an order is made for a product or service not listed specifically in this contract, will you offer pricing comparable to the items listed?</p> | Yes |
| 18 | Subcontractor Services | <p>Does your company subcontract out print jobs or other service which are described or specified in this bid? YES or NO

 If YES, what do you subcontract out?

 Do you agree to inform the ordering department that you are using subcontractor for their print job at time of order? YES or NO

 If you subcontract out work for any type of project, will you mark up the price? YES or NO

 If YES, how much is your markup?</p> | No |

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	OFFSET PRINTING PRICING - 8.5x11 Paper QUANTITIES FOR TOTAL OF 1,000	\$647.36

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	1	M	8.5x11 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	51.63

Supplier
Notes:

1.2	1	M	8.5x11 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	60.71
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Supplier
Notes:

1.3	1	M	8.5x11 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	57.30
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Supplier
Notes:

1.4	1	M	8.5x11 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	59.09
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Supplier
Notes:

1.5	1	M	8.5"x11 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	204.33
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Supplier
Notes:

1.6	1	M	8.5"x11 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	214.30
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Supplier
Notes:

2	1	PKG	OFFSET PRINTING PRICING - 8.5x14 Paper QUANTITIES FOR TOTAL OF 1,000	\$804.00
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	1	M	8.5x14 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	55.82

Supplier
Notes:

2.2	1	M	8.5x14 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	79.09
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Supplier
Notes:

2.3	1	M	8.5x14 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	63.39
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Supplier
Notes:

2.4	1	M	8.5x14 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	76.71
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Supplier
Notes:

2.5	1	M	8.5"x14 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	218.65
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Supplier
Notes:

2.6	1	M	8.5"x14 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	310.34
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Supplier
Notes:

3	1	PKG	OFFSET PRINTING PRICING - 11x17 Paper QUANTITIES FOR TOTAL OF 1,000	\$868.91
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
3.1	1	M	11x17 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	64.09

Supplier
Notes:

3.2	1	M	11x17 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	84.41
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Supplier
Notes:

3.3	1	M	11x17 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	75.64
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Supplier
Notes:

3.4	1	M	11x17 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	99.04
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Supplier
Notes:

3.5	1	M	11x17 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	220.39
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Supplier
Notes:

3.6	1	M	11x17 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	325.34
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Supplier
Notes:

4	1	PKG	OFFSET PRINTING PRICING - 8.5x11 Paper QUANTITIES FOR TOTAL OF 5,000	\$1,110.15
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Item Notes: LARGER QUANTITY PRICING

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
4.1	5	M	8.5x11 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	22.47

Supplier
Notes:

4.2	5	M	8.5x11 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	24.83
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Supplier
Notes:

4.3	5	M	8.5x11 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	28.08
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Supplier
Notes:

4.4	5	M	8.5x11 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	29.68
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Supplier
Notes:

4.5	5	M	8.5"x11 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	55.79
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Supplier
Notes:

4.6	5	M	8.5"x11 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	61.18
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Supplier
Notes:

5	1	PKG	OFFSET PRINTING PRICING - 8.5x14 Paper QUANTITIES FOR TOTAL OF 5,000	\$1,504.25
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Item Notes: LARGER QUANTITY PRICING

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
5.1	5	M	8.5x14 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	26.62

Supplier
Notes:

5.2	5	M	8.5x14 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	35.73
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Supplier
Notes:

5.3	5	M	8.5x14 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	34.11
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Supplier
Notes:

5.4	5	M	8.5x14 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	41.25
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Supplier
Notes:

5.5	5	M	8.5"x14 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	70.77
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Supplier
Notes:

5.6	5	M	8.5"x14 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	92.37
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Supplier
Notes:

6	1	PKG	OFFSET PRINTING PRICING - 11x17 Paper QUANTITIES FOR TOTAL OF 5,000	\$1,737.45
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Item Notes: LARGER QUANTITY PRICING

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
6.1	5	M	11x17 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	34.80

Supplier
Notes:

6.2	5	M	11x17 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	43.31
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Supplier
Notes:

6.3	5	M	11x17 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	46.23
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Supplier
Notes:

6.4	5	M	11x17 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	55.30
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Supplier
Notes:

6.5	5	M	11x17 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	72.48
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Supplier
Notes:

6.6	5	M	11x17 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	95.37
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Supplier
Notes:

7	1	PKG	BINDING AND FINISHING SERVICES 	\$14.655
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
7.1	1	EA	Plastic Comb w/Cardstock Covers	No Bid
Supplier Notes:				
7.2	1	EA	Plastic Comb w/Vinyl Covers	No Bid
Supplier Notes:				
7.3	1	EA	Coil Bind w/Cardstock Covers	0.55
Supplier Notes:				
7.4	1	EA	Coil Bind w/Vinyl Covers	0.75
Supplier Notes:				
7.5	1	EA	Machine Folding	0.02
Supplier Notes:				
7.6	1	EA	Hand Folding	0.04
Supplier Notes:				
7.7	1	EA	Hand Stapling Price per Set	0.04
Supplier Notes:				
7.8	1	EA	Machine Stapling Price per Set	0.02
Supplier Notes:				
7.9	1	EA	Hand Collating	0.025
Supplier Notes:				
7.10	1	EA	Hand Inserting	0.03
Supplier Notes:				

7.11	1	EA	Pouch Lamination (8.5x11)<3 mil. thick>	0.49
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Supplier
Notes:

7.12	1	EA	Pouch Lamination (11x17)<3 mil. thick>	0.69
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Supplier
Notes:

7.13	1	EA	Cutting Fee BID PER 1000	5.00
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Supplier
Notes:

7.14	1	EA	Drilling Fee BID PER 1000	6.50
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Supplier
Notes:

7.15	1	EA	Scratch Pads Cost Per 500 Sheets of Scratch Pad	0.50
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Supplier
Notes:

8	1	PKG	DIGITAL RIP FEES	\$54.95
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
8.1	1	EA	Digital RIP Fee (Non-PDF or Std File)	9.95

Supplier
Notes:

8.2	1	EA	Digital RIP Fee (PDF or Std File)	0.00
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Supplier
Notes:

8.3	1	HR	Document Creation/Manipulation - Cost Per Hour	45.00
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Supplier
Notes:

Response Total:	\$6,741.725
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BIDDER SPECIFICATIONS

5.1 Bidders shall provide the following information as an attachment to the Response Attachment section of their ebid:

5.1.1 Number of delivery drivers for routes.

We have 2 full time delivery drivers with the ability to add a 3rd. Our fleet consists of 2 vans and a box truck.

5.1.2 How does your company propose to handle orders, deliveries and pickups?

We offer both delivery and pick-up service. Our hours are 7:30-5:00 M-F. Orders can be placed online, by phone, by fax, or picked up.

5.1.3 Provide the name, address and phone number of the primary contact person in charge of the City/County/PBC account.

Patti Wenzel 1201 Infinity Court, Lincoln Ne 68512, 402-434-8513

5.1.4 How will your company handle emergency requests.

We have two shifts of operation M-F, so we are able to handle requests that should arise that would require overnight work. We do not assess rush fees to our clients.

5.1.5 Provide a complete list of the equipment in your facility/s that will be used to print envelopes.

Ryobi Press 3302, Ryobi Press 3200, Heidelberg GTO 4P and Konica Minolta Digital Press 8000, Komori 8 Color Perfector

5.1.6 Will you be subcontracting out any of the work you are given by the City/County/PBC? If yes, what will be subbed out and to whom?

No, all products will be produced in house.

5.1.7 Provide a complete list of artwork software your company uses in your business.

We request a PDF, for this, we can accept other programs InDesign, Illustrator, PageMaker, Corel Draw 3 for the PC.

5.1.7.1 Are you willing to purchase the Windows Version of CorelDrawX3 software that is compatible with the City/County/PBC software in order to more easily transfer files back and forth?

We currently support that program

5.1.8 Provide a sample Order Sheet which will be used for print orders by the agencies.

We will set up a online order system, once bid is accepted, based on your specification, and requirements.

5.1.9 Will you provide technical assistance if requested by an agency?

Yes.

5.1.9.1 If yes, who would provide that service?

We have designers and account managers to help each department

5.1.10 Provide a brief company outline which includes your company structure and number

of years in the envelope and printing business. SEE ATTACHED DOCUMENT

5.1.11 Provide a list of any "value added" services provided by your company which will be of benefit to the City/County/PBC. SEE ATTACHED DOCUMENT

5.1.12 Do you currently have an on-line ordering system in place?

Yes. The City/County currently utilize many of our online technologies.

5.1.10 BRIEF HISTORY & CAPABILITIES OF CORNERSTONE PRINT & MARKETING

Our story begins on August 3rd, 1992, when founder Jay Wilkinson opened an AlphaGraphics Franchise at 14th and P in Lincoln. 1998 was a year of expansion when Jay opened a second AlphaGraphics in Omaha at 132nd and Center. After three years of continued growth, the AlphaGraphics in Lincoln and Omaha merged and left the AlphaGraphics network to become Cornerstone Print & Marketing. Kevin Thomas and Tim Meader became the managing owners as Jay spun-off the website development division to become Firespring.

Over the next decade, Cornerstone expanded by merging with Dietrich Printing, Heartland Press and Pressline. In 2010, Cornerstone merged with Lincoln printing pioneer, Boomers Printing Co. and expanded its footprint as the largest rapid-response printer in Nebraska.

In 2012 Cornerstone relocated from downtown Lincoln to 1201 Infinity Court into a state of the art 65,000 square foot office building and production facility. Cornerstone has enjoyed continued growth and is currently ranked #36 in *Quick Printing Magazine*.

5.1.11 Value Added Services

Cornerstone is a full service print and marketing services provider. As such, we offer a wide array of services that will be of value to the city/county. These include:

- Both digital and offset printing options: we can match the right equipment with the right job ensuring quality products, timely delivery and cost-effective solutions.
- 4 full time graphic designers on staff. Our designers are all very customer focused. We spend countless hours educating our clients on file manipulation and offer creative solutions to maximize the effects of a marketing piece
- Mailing Services

- Signage & Displays: We have added this product to our menu of services in order to meet our client's signage demands
- Redundant Account Managers: We will have two and often three dedicated staff members that will work with the City/County departments and divisions. This allows our clients to be able to reach someone internally at all times in order to give them an update on their projects.
- We are an industry leader in technology. Our web-to-print solutions are amount the best in the business. We are constantly updating our technology to make doing business with Cornerstone as convenient as possible.
- Prior history working with the City/County: We have had the privilege to work with the many departments and divisions for nearly 10 years. Over this time, we have worked out systems and procedures that will allow us to provide cost-effective solutions without sacrificing quality or turn times.



In reference to Bid # 13-301

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group 4435 O Street Lincoln NE 68510	CONTACT NAME: Kim Gurley PHONE (A/C No. Ext): (402) 434-7200 FAX (A/C No): (402) 434-7272 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Cornerstone Printing & Imaging 201 N. 14th St Lincoln NE 68508-1616	NAIC # 13021

COVERAGES **CERTIFICATE NUMBER:** CL1371918524 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		60434507	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000		
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			60434507	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$		
A	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>			60434507	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		60434507	7/1/2013	7/1/2014	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Lincoln, Lancaster County, and Lincoln/Lancaster County Public Building Commission are listed as additional insured with regard to the General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln and Lancaster County
Attn: Deb Winkler
440 South 8th Street
Suite 200
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tami Soukup/KAG

ADDITIONAL COVERAGES

Ref #	Description Printers Errors & Omissions	Coverage Code PEROM	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type
Premium				

Ref #	Description Employee Benefits	Coverage Code EBLIA	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 2,000,000	Limit 3	Deductible Amount 1,000	Deductible Type Dollars
Premium				

Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description TERRORISM	Coverage Code TEROR	Form No.	Edition Date
Limit 1 160	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1 160	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date
Limit 1 -154	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Schedule Credit/Debit	Coverage Code CRDBT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

SPECIFICATIONS

ANNUAL REQUIREMENTS - OFFSET PRINTING AND RELATED SERVICES CITY OF LINCOLN - LANCASTER COUNTY - PUBLIC BUILDING COMMISSION

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Offset Printing and Related Services for City of Lincoln, Lancaster County and Public Building Commission (hereinafter referred to as "Owners").
 - 1.1.1 Offset Printing projects are those documents which can be reproduced on offset printing presses in large quantities, specialized colors or other print requirements.
 - 1.1.2 Offset Printing orders will normally be for more than 1,000 documents.
 - 1.1.3 It is estimated that the Owners spend approximately \$190,000.00 per year on these services.
 - 1.1.3.1 The Owners do not guarantee any amount of business to awarded Vendors during the term of the contract.
 - 1.1.4 Where practical and depending on the overall cost, the Owners will make an effort to utilize recycled products.
 - 1.1.4.1 Vendor shall provide a unit price on the Line Items in the ebid response for the **lowest cost paper**.
 - 1.1.4.2 Vendor shall list the recycled content of the paper being bid in the Supplier Notes section of each Line Item.
 - 1.1.4.2 Information shall be provided in the Attribute Section of the ebid listing the percentage of cost increase for paper containing various amounts of PC recycled materials.
- 1.2 Vendor shall submit bid documents and all supporting material via the e-bid system.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.3.2 The Owners shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.4 The term of the contract will be for (3) three years with the option to renew for (2) two additional (1) one year periods.
- 1.5 Pricing provided in this bid shall be firm for at least a period of one year from the date of execution.
 - 1.5.1 Any price increases following the one year term must be submitted to the City Purchasing office within 30 days of the increase with detailed justification of the increase.
 - 1.5.1.1 Detailed information includes invoices from manufacturers showing the exact price and product being charged compared to earlier invoices for same product.
 - 1.5.1.2 Vendors will be required to submit a new pricing sheet for all Line Items when a price increase is initiated showing the new pricing in place of the original bid price.
- 1.6 Price and service will be evaluated in the award of this bid.
 - 1.6.1 It is likely that more than one Vendor will be chosen for these services if each meets the requirements listed and the pricing is among the lowest submitted.
- 1.7 The Owners reserve the right to utilize the State of Nebraska Print Shop for any print jobs if they are found to be the lowest cost without sacrificing quality.
 - 1.7.1 The State of Nebraska Print Shop shall become a contracted Vendor for Offset Printing services but is not required to submit a bid for this service due to State Statute.
- 1.8 The City will not be able to utilize any contract awarded for the purchase of printing under this bid for Federal Grant funded purchases.

2. **WARRANTY**

- 2.1 Vendor shall warrant all work to be done properly and to the complete satisfaction of the using agency.
 - 2.1.1 Any product deemed unsatisfactory by the using agency will be picked up and replaced within 48 hours or sooner of the initial call to the selected vendor.
 - 2.1.2 It is strongly recommended that Vendors provide a color or b/w proof cut to finish size to the Owners prior to printing the job in order to avoid reprints.

3. **ACCEPTANCE OF MATERIAL**

- 3.1 Orders will be placed online or via the phone by the agency requesting services or the City CIC department.
 - 3.1.1 Most City offset print jobs will be developed, placed in a usable file and ordered by the City CIC department.
- 3.2 All correspondence, including acknowledgment of receipt of orders, packing list, and invoices, shall carry the contract number assigned by City/County Purchasing Office.
- 3.3 A Final Inspection Checklist will be completed by staff prior to payment being made to Vendor.
- 3.4 **All print jobs performed by the Vendor are property of the specific Owners department and a CD with the print material and/or artwork used for the creation of print jobs must be given to the using agency upon completion of the job as requested by the department.**

4. **DELIVERY**

- 4.1 Unit bid prices shall include all delivery costs to locations in the City of Lincoln and Lancaster County.
- 4.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., CDT, on normal City of Lincoln - Lancaster County - Public Building Commission working days.
- 4.3 Only companies providing desktop pickup and deliveries from/to City/County/PBC agencies will be considered for this bid.

5. **SUBMITTALS**

- 5.1 **Bidder shall provide the following information as an attachment in the Response Attachment section of their ebid:**
 - 5.1.1 Number of delivery drivers for routes.
 - 5.1.2 Delivery and Pickup schedule for routes.
 - 5.1.3 Provide the name, address and phone number of the primary contact person in charge of the City/County/PBC account.
 - 5.1.4 How will your company handle emergency requests?
 - 5.1.5 Provide a complete list of the equipment in your facility/s that will be used to provide printing and related services.
 - 5.1.6 Will you be subcontracting out any of the work you are given by the City/County/PBC? If yes, what will be subbed out and to whom?
 - 5.1.7 Provide a complete list of artwork/printing layout software your company uses in your business.
 - 5.1.7.1 Are you willing to purchase CorelDrawX3 software that is compatible with the City/County/PBC software in order to more easily transfer files back and forth?
 - 5.1.8 Provide a sample Order Sheet which will be used for print jobs by the agencies.
 - 5.1.9 Will you provide technical assistance if requested by an agency?
 - 5.1.9.1 If yes, who would provide that service?
 - 5.1.10 Provide a brief company outline which includes your company structure and number of years in the offset printing services business.

- 5.1.11 Provide a list of any "value added" services provided by your company which will be of benefit to the City/County/PBC.
- 5.1.12 Do you currently have an on-line ordering system in place? If not, how do you propose orders be made by departments?

6. **OTHER OWNER REQUIREMENTS**

- 6.1 A "Vendor Fair" will be held sometime after the award of this contract and at least one other time during the term of this contract.
 - 6.1.1 Vendor will participate in this activity and provide a complete description of the services that have been awarded to your company to City/County/PBC employees.
- 6.2 Vendor will assist all departments with questions regarding orders to ensure that they are receiving a quality product.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
- b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- d. Contractual Liability coverage shall be included.
- e. Products Liability and/or Completed Operations coverage shall be included.
- f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

- 20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- ☐ a. **PURCHASE ORDER**, unless otherwise noted.
1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- ☒ b. **CONTRACT**, unless otherwise noted.
1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 3. The City, County and City-County Public Building Commission will sign and date the Contract.
 4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. CITY AUDIT ADVISORY BOARD

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. E-VERIFY

- 23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

Bid Protests; Definitions; Appeals.

(a) Definitions.

- (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the County to another party, or by the failure of the County to award a contract to such actual or prospective bidder.
- (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.
- (3) Protester shall mean an interested party who has filed a protest pursuant to subsection (b).
- (4) Procurement Appeals Board shall mean the independent panel of five unbiased individuals, appointed by the Mayor of the City of Lincoln and currently serving on behalf of the Lincoln/Lancaster County Purchasing Department, which individuals have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board have been appointed for three-year, staggered terms.

(b) Right to Protest. An interested party may protest to the Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest".

The written protest shall include, at a minimum, the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A statement of reasons for the protest;
- (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.

Upon timely receipt of a protest, the County shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract until the Purchasing Agent has resolved the protest or the Procurement Appeals Board has made a decision on the protest.

(c) Authority to Resolve Protests. Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any

protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the County Clerk.

(d) Appeal Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the County Clerk a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal must clearly state the action protested and the basis of appeal.

Upon receipt of an appeal from a protester, the Procurement Appeals Board shall convene, in person or by video teleconferencing, within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Procurement Appeals Board shall decide whether the solicitation being appealed was in accordance with the applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the County.

Within ten working days of hearing such appeal, the Procurement Appeals Board shall submit its findings and recommendations to the Lancaster County Board of Commissioners. If all five members of the Procurement Appeals Board are present, an affirmative vote of three shall be required for final action. If only three members are present, only an affirmative vote of two shall be required for final action. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the County Board without Procurement Appeals Board action.

No determination by the Procurement Appeals Board concerning an issue of law or fact shall be final or binding on the County.

(e) Finality of Decision. The County Board shall consider the recommendations of the Purchasing Agent, the Procurement Appeals Board, and the Department Head or agency for which the solicitation was made and shall make the final decision on the protest. The County Board's decision shall be final and binding upon the County.

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

**Advertise 2 times
Friday, October 4, 2013 and
Friday, October 11, 2013**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Friday, October 18, 2013**, for providing the following:

**Annual Requirements for Offset Printing and Related Services
Bid No. 13-301**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration") Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7416 or (402) 441-7417.